

GENERAL TERMS AND CONDITIONS FOR JOURNEYS USING THE POSTBUS SHUTTLE

Scope: The following GTC apply to journeys with the Postbus Shuttle, organised by Österreichische Postbus Aktiengesellschaft itself or by an external transport company (contractor of Österreichische Postbus Aktiengesellschaft) within the framework of the Postbus Shuttle service. The contract of carriage is concluded with Österreichische Postbus Aktiengesellschaft.

1. Journeys with passenger transport vehicles including driver can be booked. The vehicle may not be driven by unauthorised persons.
2. Österreichische Postbus Aktiengesellschaft is liable for the punctual provision of the vehicles ordered ready for travel, unless this is prevented by circumstances over which Österreichische Postbus Aktiengesellschaft has no control (force majeure, strike, etc.). Österreichische Postbus Aktiengesellschaft is not liable for claims by passengers who, in the case of intermediate stops, do not arrive in time for the departure time announced by the driver or tour guide. Furthermore, Österreichische Postbus Aktiengesellschaft is not liable for claims by passengers who cannot be transported because they do not have the required personal documents with them. There is also no liability for late arrival at the intermediate stop or at the departure/destination point.
3. The vehicle may only be occupied by the number of passengers for which it is authorised.
4. Baggage must be packed in such a way that the contents are secured against loss, deterioration or damage. Baggage must bear the name and address of the owner. The amount of luggage per person must not exceed the customary amount. Passengers must themselves check that their luggage has been loaded onto the vehicle. Hazardous, bulky or other unusual items of luggage may be excluded from carriage. The following items are excluded from transportation as luggage: items weighing more than 25 kilograms individually; items which cannot be loaded because of their nature or size; luggage containing hazardous substances. The driver is entitled to inspect the contents of the items of luggage in the presence of the passenger if there is reason to believe that their transportation may be prohibited. Österreichische Postbus Aktiengesellschaft accepts no liability for loss or damage caused by defective packaging or attributable to the special nature of the goods.
5. Österreichische Postbus Aktiengesellschaft is not liable for items of luggage that are lost after being unloaded from the vehicle. Likewise, Österreichische Postbus Aktiengesellschaft is not liable for items of luggage if they are left in the vehicle overnight or have been forgotten.
6. Liability for loss, price reduction or damage to luggage is assumed within the framework of the regulations applicable to motor vehicle transport. In the event of liability, Österreichische Postbus Aktiengesellschaft is liable for compensation up to the amount of the proven damage, but not exceeding EUR 200 per item of luggage. There is no liability for defectively packed, damaged or unlocked items of luggage or for money and valuables.
7. **The liability of Österreichische Postbus Aktiengesellschaft for claims for damages of any kind – to the extent permitted by law – is excluded**, except in cases of gross negligence or wilful misconduct. This does not apply to personal injury.
8. If a passenger soils or damages the vehicle or its equipment, the passenger must pay for the cleaning or repair costs as well as any associated loss of earnings due to downtime.
9. The following exclusions apply:
 - persons suffering from a notifiable illness or who could foreseeably cause a nuisance to other passengers for reasons such as drunkenness, inappropriate behaviour or similar,

- and persons who could annoy other passengers because of their external appearance or contaminate the vehicle;
 - children under the age of six without an accompanying person. The driver is not obliged to exercise custodial duties unless expressly agreed otherwise in writing.
 - persons carrying loaded firearms, except for agents responsible for maintaining public security authorised to do so;
 - persons who do not observe the prescribed rules or do not comply with the orders given by the transport operator's staff taken to maintain them.
10. The carriage of animals of any kind is prohibited. It is up to the driver to decide on any exceptions to this rule, provided that a danger or nuisance by transporting the animal can be excluded.
 11. The agreed return time may be exceeded if this is required for reasons under labour law.
 12. The legally prescribed rest periods in order to comply with the maximum driving time must be granted to the driver.
 13. The driver is entitled to deviate from the planned route if this is required for reasons of safety.
 14. Only the driver is entitled to decide on whether to open and close the windows and operate the heating and the ventilation equipment.
 15. The fare can be paid in cash to the driver at the end of the journey or by credit card via the booking app ("Postbus Shuttle App"). The payment method can be selected when booking via the app; when booking by telephone, only cash payment in the vehicle is possible. The invoice is issued in the name of Österreichische Postbus Aktiengesellschaft by the transporting transport company, provided that payment is made in the vehicle to the driver. If payment is made via the booking app ("Postbus Shuttle App"), the invoice will be sent to the e-mail address provided by you. In all other respects, the terms of use for the use of the Postbus Shuttle app, available at <https://www.postbus.at/de/rechtliches/nutzungsbedingungen/nutzungsbedingungen-postbus-shuttle>, apply.
 16. Cancellation is only possible via the booking app ("Postbus Shuttle App") or by telephoning the call centre where the telephone booking was made, up to the time before departure that you were informed of when booking in the app or when booking by telephone.
 17. Right of withdrawal: We would like to point out that for passenger transport contracts concluded by means of distance selling (e.g. via the Internet), where the entrepreneur undertakes upon conclusion of the contract to provide the service at a specific time or within a precisely specified period of time, the statutory regulations on the right of withdrawal for distance selling contracts do not apply. However, our terms and conditions on changes in bookings and cancellations are unaffected by this.
 18. Any complaints regarding deficiencies in the execution of the journey ordered must be recorded in writing without delay, failing which any claim for reduction or compensation will be forfeited.
 19. Austrian law shall apply. It is agreed that Austrian domestic jurisdiction shall apply. If the transaction is not a consumer transaction, the exclusive place of jurisdiction for all legal disputes arising from and in connection with the contract concluded shall be the competent court in Vienna.